

Grantee: City of Saint Paul		SG-25M-AT-15
Project: West Side Safe Routes to School Pedestrian Improvements		
Grant Amount: \$777,400.00	Council Action: Business Item No. 2024-196	
Required 20% Match: \$194,350.00	Council Action Date: August 28, 2024	
Additional Local Funds: \$0.00		
Total Project Cost: \$971,750.00		
Funding Authority: Minnesota Statutes, section 473.4465		
Funding Source: Regional Transportation Sales and Use Tax Revenue		
Effective Date: Date Agreement is Executed		
Project Activity Period: January 1, 2025 through December 31, 2028		
Expiration Date: December 31, 2028		
Grant Administrator: Arin Knutson		

AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the Metropolitan Council (“Council”) and the GRANTEE (“Grantee”) each acting by and through their duly authorized representatives.

RECITALS:

1. Minnesota Statutes, section 297A.9915, requires the Council to impose a metropolitan-area regional transportation sales and use tax and under Minnesota Statutes, section 473.4465, the Council must specify the purposes for which the “sales tax revenue” must be used.
2. Minnesota Statutes, section 473.4465, subdivisions 2 and 3 make five percent of the sales tax revenue available for grants to support active transportation within the metropolitan area and authorize the Transportation Advisory Board to establish eligibility requirements and a selection process to provide the grant awards.
3. The Grantee sought funding in connection with an application through the Regional Solicitation submitted in response to the Council’s notice of availability of grant funds and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application.
4. The Council awarded active transportation grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the “Project” identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will be completed before the “Expiration Date.”

NOW, THEREFORE, the Council and the Grantee agree as follows:

I. PROJECT; APPROVED BUDGET AND MATERIAL REPRESENTATIONS

1.01 Project. The Grantee agrees to perform and complete in a satisfactory and proper manner the Project specified in Exhibit A in accordance with the terms and conditions of this Agreement. The Project describes the activities to be completed by the Grantee and a proposed schedule for the completion of the Project. All Project activities must be consistent with the approved scope of work and the approved budget detailed below. Any proposed change to the Project must adhere to the Transportation Advisory Board (TAB) Scope Change Policy.

There are three types of scope changes: administrative, informal, and formal. Administrative scope changes are considered minor and can be reviewed and approved by Council staff. Informal scope changes that do not substantively impact the regional benefit of the Project may be approved by Council staff and completed with an executed grant contract amendment. Formal scope changes are changes deemed have the potential to significantly alter the estimated regional benefits of the Project and must go through the formal committee process and be approved by the TAB. In all cases a Grantee initiates a scope change request by submitting a signed letter of request outlining the changes being requested and subsequent impacts to the Project outcomes.

1.02 Approved Budget; Budget Variances. The Grantee will complete the Project in accordance with the approved budget specified in Exhibit A. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Budget variances that exceed twenty percent (20%) must be made by written amendment of this Agreement. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified on Page 1 of this Agreement.

1.03 Use of Contractors. The Grantee may engage contractors to perform Project activities. However, the Grantee retains sole responsibility to the Council for performance of the Project activities and the use of contractors does not relieve the Grantee from any of the Grantee's obligations under this Agreement. If the Grantee contracts with any contractors to perform any part of the Project activities, the contract shall include provisions requiring the contractor to:

- A. Maintain all records and provide all reporting as required by this Agreement; and
- B. Defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, suits, demands, damages, judgments, costs, interest, and expenses relating to the contractor's performance of the contracted work; and
- C. Provide and maintain insurance carrying levels and types of coverage appropriate for the contracted work and naming the Council as an additional insured, and provide to the Grantee—prior to commencement of the contracted work—a certificate of insurance evincing such insurance coverage; and

- D. Be an independent contractor for the purposes of completing the contracted work; and
- E. Acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between the Council and the contractor.

1.04 Project Plans. The Grantee will be required to submit final project plans for Council review and approval. Final project plans must ensure that the Project is substantially the same as what was described in the application, that basic design standards are met from the MnDOT Facility Design Guide or other applicable design standards, and that requirements of the Americans with Disabilities Act are being met. The Grantee's final project plans must be reviewed and signed by an accredited engineer that attests that the plan meets the minimum standards.

1.05 Right-of-Way Acquisition. Prior to the release of any grant funds, the Grantee must provide documentation that shows that all necessary land rights are under the control of the Grantee for the duration of the project and any necessary agreement(s) are in place. The Grantee must follow all applicable state standards concerning right-of-way acquisition.

1.06 Small Disadvantaged Businesses. If a project receives a grant award greater than \$750,000 and the Grantee plans to bid out work to a subcontracting firm, the Grantee must work with the Council's Office of Equity & Equal Opportunity (OEEO) to set subcontracting goals through the Metropolitan Council's Underutilized Business (MCUB) Program. If the Grantee already has an equivalent contracting program in place and provides evidence of such program to the Council the MCUB requirement can be waived.

1.07 Material Representations. All representations made or contained in the Grantee's application for grant assistance are material representations of fact upon which the Council relied in awarding this grant assistance and are incorporated by reference into this Agreement.

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. The Grantee is authorized to use the grant funds only for costs directly incurred for the Project activities described in the application for grant funds and specified in Exhibit A and only during the Project Activity Period specified in Paragraph 7.01 and identified on Page 1 of this Agreement. No other use of the grant funds is permitted.

2.02 Eligible Costs. Eligible project costs must be consistent with the TAB Eligible Project costs which include, but are not limited to: construction, crossing aids, lighting, streetscaping, and wayfinding.

2.03 Ineligible Costs. Costs for studies, preliminary engineering, design, right-of-way, and construction engineering are not eligible for reimbursement.

III. GRANT AMOUNT AND DISBURSEMENTS

3.01 Grant Amount. The Council will make available to the Grantee a grant of up to the "Grant Amount" identified on page 1 for the Project. The Council's obligation under this Agreement shall

not exceed the Grant Amount. The Council shall bear no responsibility for cost overruns that may be incurred by the Grantee, or any of its contractors, in the performance of the Project activities.

3.02 Disbursement of Grant Funds. Grant funds will be disbursed by the Council as follows:

- A. The first 50% of the Grant Award will be disbursed by the Council after the following conditions have been met:
 - i. This Agreement is fully executed by all parties.
 - ii. Council staff approval of Grantee's final project plan sheets.
 - iii. Council receipt of Grantee's signed construction contract.
- B. Upon full expenditure of the initial 50% of the Grant Award, Grantees must submit a Grantee Invoice using the form provided by the Council's authorized agent ("Invoice").
- C. The Invoice must describe the eligible Project Activities undertaken during the invoice period, itemize the expenditures for which the advance payment was utilized, and identify the corresponding activity line. This submission must also include supporting documentation pursuant to Paragraph 4.01.
- D. Subject to verification of the submitted Invoice (and the required documentation) and approval for consistency with this Agreement, the Council will approve the expenditure of the 50% advance payment of the Grant Award. The Council may deny part, or all of the submitted Grantee Invoice believed to be unwarranted or unjustified.
- E. The remaining 50% of the Grant Award will be disbursed on a reimbursement basis after satisfactory review and approval of the expenditure of the initial 50% advance payment and upon receipt of an Invoice or Invoices from the Grantee.
- F. Each Invoice must describe the eligible Project activities undertaken during the invoice period, itemize the expenditures for which reimbursement is requested, and identify the corresponding grant activity line. Each request must also include supporting documentation pursuant to Paragraph 4.01.
- G. Subject to verification of each Invoice (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within thirty-five (35) days after receipt of a properly completed and verified Invoice. The Council may deny part, or all of any reimbursement request believed to be unwarranted or unjustified.
- H. No reimbursement payment will be made, which would cause the disbursement of grant funds to exceed, cumulatively through such payment, the Grant Amount.
- I. Disbursement of any grant funds or approval of any report is not a Council waiver of any Grantee noncompliance with this Agreement.

3.03 Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or

income only for the purposes of implementing the Project activities described or identified in Exhibit A.

3.04 Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: (1) any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified on Page 1 of this Agreement; (2) any grant funds that are not used for the authorized purposes; (3) and any interest earnings described in Section 3.03 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Exhibit A. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 7.02, 7.03, 7.04, and 7.05 such accounts and records shall be kept and maintained by the Grantee until the latest of (1) a period of six (6) years following the completion of the Project activities described or identified in Exhibit A, or (2) six (6) years following the expenditure of grant funds, or (3) if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved. Accounting methods shall be in accordance with generally accepted accounting principles.

If the Grantee engages any contractor to perform any part of the Project activities, the Grantee must include in its contract provisions requiring the contractor to establish and maintain Project information in accordance with the provisions of this Paragraph 4.01.

4.02 Audit. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee’s premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

V. SEMI-ANNUAL AND FINAL REPORTING

5.01 Semi-Annual Reporting. During the Grant Activity Period the Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each calendar year of this Agreement. In its report, the Grantee shall describe the current Project spending and projected spending from January to June, and from July to December. The report shall also include the construction activities taken during the reporting period. The Grantee shall provide sufficient documentation thereof and such other information as the Council’s staff reasonably requests.

5.02 Final Report. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report for Council review and approval. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Project receipts and expenditures, summarizing all Project activities, and containing a certification by the Grantee's authorized financial representative (e.g., CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

VI. MONITORING AND CONSULTATION REQUIREMENTS

6.01 Monitoring Activities. To assist the Council in monitoring compliance with this Agreement, the Grantee agrees to attend Grantee meetings as requested by the Council and to permit site visits by Council staff during business hours upon reasonable notice. The Grantee agrees to submit to the Council a copy of any promotional information regarding the Project disseminated by the Grantee during the term of this Agreement.

6.02 Changed Conditions. The Grantee must notify the Council immediately of any changes in conditions, law, ordinance, or regulation, or any other event that may affect the Grantee's ability to complete the Project activities in accordance with the terms of this Agreement.

6.03 Consultation. If the Grantee, for any reason, determines that the Project or any portion of it should not be undertaken, or that there should be a change in the scope of costs of the Project activities or any portion of them, the Grantee shall submit to the Grant Administrator a statement describing the situation and the reasons for the Grantee's determination. The review of these proposed changes will then follow the TAB Scope Change Policy, as described in Section 1.01.

VII. AGREEMENT TERM

7.01 Project Activity Period. The Grantee will complete all Project activities during the period identified as "Project Activity Period" on page 1. Grant funds may not be used by the Grantee to cover costs incurred for any Project activities taking place prior to or after the Project Activity Period.

7.02 Project Commencement. A formal solicitation for bids must be advertised by December 31, 2026. The Grantee may seek an extension by submitting a written letter of request for TAB approval. If the Grantee does not commence the project by the deadline and does not seek an extension, the Council may cancel the award.

7.03 Term. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Sections 7.05 or 7.06, this Agreement expires on the Expiration Date identified on Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has ninety (90) calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for grant-funded Project activities as prescribed in Section 2.01. If the Grantee fails to provide necessary documentation and information during this ninety (90)-day close-out period, the Grantee shall not be eligible to receive any unpaid grant funds, and the Council will not disburse any unpaid grant funds to the Grantee. This ninety (90)-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

7.04 Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council at least ninety (90) calendar days prior to the expiration date, a complete, written amendment request. All requirements must be met for a request to be considered complete. The Expiration Date may be extended, but the period of any extension shall not exceed one (1) year beyond the original expiration date identified on Page 1 of this Agreement.

7.05 Termination for Cause. This Agreement may be terminated by the Council for cause as reasonably determined by the Council at any time upon thirty (30) calendar days' written notice to the Grantee or if the Project has not commenced as set out in Paragraph 7.02. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Exhibit A that have been completed prior to the termination.

7.06 Termination by Council for Noncompliance. If the Council finds that the Grantee failed to comply with the terms and conditions of this Agreement, the Council may terminate this Agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Project. Upon the Council finding of noncompliance, the Council may cease payment of invoices during any period of noncompliance and may require the Grantee to repay the Grant Funds in full or in a portion determined by the Council. Nothing herein shall be construed to limit the Council's legal remedies to recover the Grant Funds.

7.07 Effect of Grant Closeout or Termination. The closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Grantee by this Agreement. The closeout or termination of this Agreement does not alter the Council's authority to disallow costs and recover Grant Funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any Grant Funds due to the Council as a result of later refunds, corrections, or other transactions. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Active Transportation Grant Program, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

VIII. CONTACT PERSONS, GRANT ADMINISTRATOR

8.01 Contact Persons. The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Agreement are:

Metropolitan Council:

Arin Knutson
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
(612) 349-7643
Arin.Knutson@metc.state.mn.us

Grantee:

Jack Connelly
City of Saint Paul
25 West 4th Street, 900 City Hall Annex
St Paul, MN 55102
651-266-5417
Jack.Connelly@ci.stpaul.mn.us

Or such other person(s) as may be designated in writing for itself by either party.

8.02 Notices. Any notice in connection with this Agreement will be in writing and delivered by (a) personal delivery, (b) an overnight express courier, (c) confirmed e-mail, or (d) certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with an overnight express courier, five (5) days after deposit in the mail, or upon receipt of the notice e-mail. Notices will be sent to a Party at its address set forth above or such other address as that Party may specify in writing pursuant to this section.

8.03 Council's Grant Administrator. The Council's Grant Administrator for purposes of administration of this Agreement is the person identified as the "Grant Administrator" on Page 1 of this Agreement, or such other person as may be designated in writing by the Council. The Grant Administrator is not authorized to execute amendments to this Agreement on behalf of the Council.

IX. GENERAL CONDITIONS

9.01 Conflict of Interest. The members, officers, and employees of the Grantee must comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

9.02 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

9.03 Effective Date. This Agreement is effective on the date this Agreement is fully executed by both Parties' authorized representatives.

9.04 Assignment Prohibited. The Grantee shall not assign this Agreement to any third party nor transfer any Project activities responsibilities without receiving the prior express written consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

9.05 Indemnification. The Grantee and the Council agree that they will be responsible for their own acts or omissions and the results of those acts/omissions to the extent authorized by law, and

shall not be responsible for the acts/omissions of the other party and their results. Any liability of the City will be governed by Minnesota Statutes Chapter 466 and other applicable law, as may be amended from time to time. Neither the Council nor the Grantee waives any immunities or limits on liability provided by Minnesota Statutes chapter 466 or other applicable state or federal law.

9.06 Nondiscrimination. The Grantee agrees not to discriminate against any employee, applicant for employment, or participant because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation. When the Project is completed, the Grantee will operate and maintain the Project in compliance with Minnesota Statutes, section 363A.12, regarding non-discrimination in the provision of public services.

9.07 Acknowledgement. The Grantee will appropriately acknowledge the financial assistance made available by the Council under this Agreement in any promotional materials, reports, and publications relating to the Project.

9.08 Compliance with Law; Obtaining Permits, Licenses and Authorizations. The Grantee will conduct the Project activities in compliance with all applicable federal, state, and local laws, ordinances, or regulations. The Grantee is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for conducting the Project activities.

9.09 Workers' Compensation; Tax Withholdings. The Grantee represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or materials suppliers, if any, under this Agreement, comply with the tax withholding on wage requirements of Minnesota Statutes, section 290.92.

9.10 Construction. This Agreement is intended to assist in implementing the Council's Transportation Policy Plan and shall be interpreted consistently with that document.

9.11 Jurisdictions, Venue, and Governing Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in a state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance and interpretation of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, excluding its choice of laws rules.

9.12 Execution in Counterpart; Electronic Signatures. This Agreement may be executed in counterpart. Electronic signatures of the Parties' duly authorized signatories, by facsimile or email/Portable Document Format (PDF) transmission, shall be valid as an original signature of the authorized signatories and shall be effective to bind the Parties under this Agreement.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective on the date this Agreement is executed by the Council.

METROPOLITAN COUNCIL

GRANTEE

By: _____
Ryan O'Connor, Regional Administrator

By: _____
Mayor

Date: _____

Date: _____

By: _____
Director of Public Works

Date: _____

By: _____
Director of Financial Services

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

Date: _____

EXHIBIT A

Project Details	
Project Title	West Side Safe Routes to School Pedestrian Improvements
Grantee/Subrecipient	City of Saint Paul
Grantee/Subrecipient Address	25 West 4th St. - 800 City Hall Annex St. Paul, MN 55102
Grantee/Subrecipient Project Manager	Jack Connelly
Project Manager Email	Jack.Connelly@ci.stpaul.mn.us
Project Manager Phone	651-266-5417
Project Start Date	January 1, 2025
Project End Date	December 31, 2028
Grant Amount	\$ 777,400.00
Required 20% Match	\$ 194,350.00
Additional Local Funds	\$ -
Total Project Cost	\$ 971,750.00
Type or Project (capital or operating)	Capital
Work Scope: <i>Description of the project including any anomalies. Please attach additional information when available (such as site plans, schematics, maps, etc.)</i>	
<p>The West Side SRTS Ped Improvements project will construct several ped improvements recommended in the 2021 West Side SRTS Plan. The 2021 Plan made recommendations near all four public schools in the West Side neighborhood of Saint Paul. Two upcoming and separate projects will implement many improvements in the Plan. This application proposes to implement improvements the other two projects will not - crossings near and adjacent to school on local neighborhood streets. The locations are: Clinton Ave midblock near Riverview Elementary; Clinton Ave and Delos St near Riverview Elementary; Page St and Waseca St near Cherokee Heights Elementary; Morton St and Bellows St near Cherokee Heights Elementary; Livingston Ave and Page St near Humboldt High and Open World Learning; and Humboldt Ave and George St near Humboldt High and Open World Learning. These improvements will improve visibility of people walking, narrow crossings, and calm traffic. Curb ramps will be made ADA compliant at intersections included in the project.</p>	
Grant Budget	
Item Description or Purpose: <i>Please provide copies of written cost estimates and other budget documentation when possible</i>	Line Total
Mobilization	\$ 35,208.00
Removals	\$ 95,962.00
Roadway (grading, borrow, etc.)	\$ 33,918.00
Storm Sewer	\$ 60,667.00
Concrete Items (curb & gutter, sidewalks, median barriers)	\$ 58,731.00
Traffic Control	\$ 105,625.00
Striping	\$ 19,405.00
Signing	\$ 61,313.00
Turf- Erosion & Landscaping	\$ 10,004.00
Roadway Contingencies	\$ 72,125.00
Sidewalk Construction	\$ 57,596.00
Pedestrian Curb Ramps (ADA)	\$ 306,569.00
Bicycle and Pedestrian Contingencies	\$ 54,627.00
Grant Award	\$ 777,400.00
Local Match Amount	\$ 194,350.00
Total Project Cost	\$ 971,750.00